

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE**

RAGNAR WERT,)	
)	
Plaintiff,)	Case No.:
)	
vs.)	
)	
VANDERBILT UNIVERSITY)	
)	
Defendant(s).)	

COMPLAINT FOR INJUNCTIVE RELIEF

Plaintiff, Ragnar Wert (“Wert”), by and through counsel, hereby brings the following Complaint for injunctive relief against Defendant Vanderbilt University (“Vanderbilt”). In support of this Complaint, Wert avers as follows:

PARTIES

1. Plaintiff, Ragnar Wert is a natural person, citizen of the United States and resides in Nashville, Tennessee.
2. At all times relevant hereto, Wert was a student attending Vanderbilt University and residing in Nashville, Tennessee.
3. Vanderbilt University is a private university located in Nashville, Tennessee, that accepts federal funding.

JURISDICTION

4. This Court has federal question jurisdiction pursuant to 28 U.S.C. §1331.

5. The controlling law is Title IX of the Education Amendments Act of 1972, 20 U.S.C. §§1681 - 1688 (2018), commonly referred to as “Title IX.”

BACKGROUND FACTS

6. Wert is a student who has been enrolled in the Master’s of Science in Nursing - Psychiatric Mental Health Nurse Practitioner program at Vanderbilt University from 2016 to present.
7. Vanderbilt University is a private university in Nashville, Tennessee where Wert attended school, and where he has almost completed his Masters degree in Nursing.
8. Vanderbilt has an obligation to conduct its investigations into incidents of alleged sexual misconduct pursuant to Title IX.
9. On or about February 1, 2019, Vanderbilt University began an investigation into allegations of sexual misconduct arising out of an incident that occurred in the Commons Center on November 29, 2018, between Plaintiff and another student (hereinafter “complainant” or “accuser.”) Official Notice of the investigation was provided to Wert on or about February 21, 2019.
10. Wert received notice of a second investigation on or about April 04, 2019, after a faculty member saw him in the Rec Center and had “concerns.”
11. Both investigations and all related, subsequent actions taken by Vanderbilt University are governed by Title IX.
12. On or about February 28, 2019, the Vanderbilt University Police Department (hereinafter “VUPD”) was advised by the Metro Nashville Police Department that

Wert was “not observed participating in any illegal activities” and that “without a named victim and evidence of wrongdoing... <they> will not be assisting with an investigation.”

13. On March 1, 2019, VUPD was advised by the Assistant District Attorney General that the incident is not prosecutable “unless there is a named victim willing to prosecute,” and “evidence that a photo was taken for sexual gratification.” The ADA further advised that the “incident is not prosecutable due to the suspect being in a place where he was authorized to be in, and no evidence of illegal activity at that time.”
14. VUPD proceeded to use undercover surveillance to investigate Wert.
15. On or about April 4, 2019, after having continuously surveilled and investigated Wert, Vanderbilt issued a second Notice of Investigation; a clear violation of Title IX.
16. During that investigation, Vanderbilt failed to provide Wert any meaningful opportunity to confront his accuser or cross-examine the witnesses against him. Wert provided written questions to be asked of the complainant on two occasions, and Vanderbilt did not require the complainant to answer them.
17. On or about December 5, 2019, Wert received the Final Report from the Vanderbilt’s Title IX office.. Vanderbilt omitted the police documents (incident report, police report, officer narrative, affidavits) upon which it had relied.
18. On or about December 16, 2019 – Wert received a Sanctions Notice from Student Accountability. The notice informed him of his right to appeal the determination of the Title 9 office and/or the sanctions imposed by the Office of Student

Accountability. The Notice read, in pertinent part:

“Based on this information, I have determined that the appropriate sanction is suspension from Vanderbilt University, effective immediately and until December 20, 2020. During the period of your suspension, you are ineligible to participate in any Vanderbilt courses and academic or extracurricular activities. In addition, you are prohibited from being present on the Vanderbilt campus, or at any Vanderbilt sponsored or co-sponsored program, without express authorization from the Office of Student Accountability, Community Standards, and Academic Integrity. Failure to abide by these restrictions may result in an extended period of suspension, or possibly expulsion. In addition, during the period of your suspension, your academic record will bear the notation, "Suspended for Violations of University Policy," and academic work earned at other schools during this time may not be transferred as credit toward your Vanderbilt degree. Additionally, you are prohibited from initiating any contact with the Complainant. I am notifying you and the Complainant simultaneously of my sanctioning determination.

In order to resume your studies, you must submit a formal request in writing at least 45 days before the end of your suspension or the beginning of the semester in which you are planning to re-enroll, which must include evidence of gainful employment, participation in non-credit educational programs or community service, or comparable actions, which will provide structure during the period of suspension and instill a sense of responsibility and demonstrate a commitment to upholding the values and standards of a community.”

19. Wert filed a timely appeal on or about January 15, 2020. The appeal process is pending.
20. Vanderbilt did not stay the sanctions imposed upon Wert pending the outcome of the appeal.

IRREPARABLE INJURY

21. Vanderbilt’s suspension of, and thus constructive expulsion of Plaintiff prior to the conclusion of its disciplinary process irreparably delays Wert’s completion of his education. It results in the loss or delay of educational and opportunities and future

professional opportunities before any final adjudication has been made as to his responsibility, or lack thereof, for the conduct complained of.

22. No amount of future damages can compensate Wert for the time, and thus professional experience, that he has lost and is losing as the result of Vanderbilt's continuing refusal to allow him to pursue his studies during an investigative process that is not yet complete.

PRAYER FOR RELIEF

The suspension and/or constructive expulsion of Wert continues to create an ongoing injury as of the date of filing. The further along Vanderbilt gets into the semester, the more difficult, if not impossible, it will become for Wert to maintain or catch-up to the place where he should be in his studies. **WHEREFORE**, for the foregoing reasons, Plaintiff Wert prays for relief as follows:

1. Injunctive relief in the form of an Temporary Restraining Order and/or Preliminary Injunction requiring Vanderbilt to 1) Immediately allow Wert to enroll in and complete his final classes without further interference; and 2) Require Vanderbilt to stay any and all sanctions or other discipline pending the outcome of both its internal investigative processes and any litigation that may arise out of those processes.
2. Costs and Attorneys' fees as warranted;
3. Any further relief as the court deems just and proper.

Dated: February _____, 2020

Respectfully submitted,



Michelle Owens, JD, LCSW (BPR #26512)

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AFFIDAVIT

I, the Petitioner, Ragnar Wert, after being first duly sworn, hereby make oath that I have read the foregoing Complaint and know the contents thereof, and, that the information in the foregoing is true and correct to the best of my knowledge, information and belief.

Ragnar Wert
RAGNAR WERT

Sworn to and subscribed before me, this 17th day of February, 2020

In Nashville, Davidson (city or town), Tennessee (State or Province),
USA (Country)

Michelle Owens
PUBLIC OFFICER

My Commission Expires:

9/7/2020



COSTS

I do hereby acknowledge myself as surety for the payment of the costs in this cause, not to exceed \$1,000.00.

Agee Owens & Cooper Michelle Owens
Agee Owens & Cooper